BILLS AND NOTES — FORGED CHECKS — NEGLIGENCE OF DEPOSITOR. A depositor had a special employee whose duty it was to check up his bank statements but by whose neglect of duty another employee was enabled to make a series of forgeries before being detected. The forgeries would have been obvious on a simple checking of the account. *Held*, the bank is not liable for the payment of forged checks which could have been prevented by the depositor's use of due care. *California Vegetable Union* v. *Crocker National Bank*, 174 Pac. 920 (Cal.).

A payment by a bank of a forged check can not in general be charged to a depositor's account. *Morgan* v. *U. S. Mortgage & Trust Co.*, 208 N. Y. 218, 101 N. E. 871; *Shipman* v. *The Bank of the State of N. Y.* 126 N. Y. 318, 15 N. Y. S. 475. In England it is held that when a pass book is taken out of the bank by the customer or some clerk of his and returned without objection there is no settled account between the bank and customer by which both are bound. *The Kepitigalla Rubber Estates, Limited* v. *National Bank of India, Limited*, (1909), 2 K. B. 1010, 1027. But in the United States the great weight of authority requires some examination of the bank's statement. *Leather Manufacturer's Bank* v. *Morgan, supra; First National Bank* v. *Allen*, 100 Ala. 476, 14 So. 335; *Jordan Marsh Co.* v. *National Shawmut Bank*, 201 Mass. 397, 87 N. E. 740. Some courts hold that a depositor may by his course of conduct, negligence or laches create an estoppel which prevents recovery. *Denbigh* v. *First National Bank*, 174 Pac. 475 (Wash.). Others reach the same result on grounds of contractual obligation. *Morgan* v. *U. S. Mortgage & Trust Co., supra.* It is generally conceded, however, that the duty of the depositor does not extend the discovery of forged signatures. *Critten* v. *Chemical National Bank*, 171 N. Y. 219, 228, 63 N. E. 969; *Prudential Insurance Co.* v. *National Bank of Commerce*, 177 N. Y. App. 438, 164 N. Y. S. 269. It is, however, agreed that where a forgery is discovered by the depositor it becomes his duty to report it immediately. *Pratt* v. *Union National Bank*, 79 N. J. L. 117, 75 Atl. 313; *McNeely Co.* v. *Bank of North America, supra; Findley* v. *Corn Exch. National Bank*, 166 Atl. 57. Even where the clerk of the depositor has done the forging and cleverly concealed the same the depositor has been held liable for injury caused the bank. *Meyers* v. *Southwestern Bank*, 193 Pa. 1, 44 Atl. 280; 13 HARV. L. REV. 304. *A fortiori*, the American cases would hold the depositor liable for injury to the bank caused by lack of due care in checking the account. The effect of decisions like the principal one is to recognize the business sense of an implied contractual obligation on the part of the depositor.

CARRIERS — INJURIES TO PASSENGERS — EVIDENCE OF NEGLIGENCE. — The defendant's ship was anchored in Havana harbor, and the passengers were to go ashore in lifeboats on an excursion. A seaman offered his arm to the libellant to assist her in entering the boat. While she was relying on his aid, he took away his arm, and the libellant fell and was injured. *Held*, there was no evidence of negligence to go to the jury. *Goode* v. *Oceanic Steam Navigation Co.*, 251 Fed. 556, C. C. A., 2d Co.

As a general rule, a carrier owes no duty to give personal assistance to a passenger in entering or leaving the conveyance. *Hurt* v. *St. Louis, Iron Mountain & So. R.*, 94 Mo. 255, 7 S. W. 1. If there are unusual dangers or obstacles, however, the carrier must render assistance. *Alexandria Ry.* v. *Herndon*, 87 Va. 193. *Cf. New York, Chicago, & St. Louis Ry. Co.* v. *Doane*, 115 Ind. 435, 17 N. E. 913. The same is true if the carrier has accepted as a passenger one obviously infirm. *Southern Ry. Co.* v. *Mitchell*, 98 Tenn. 77, 40 S. W. 72. And while a carrier is not ordinarily liable for the failure of its servant to perform what under ordinary circumstances would be an act of courtesy on his part, it is liable if on account of exceptional circumstances it would also become a duty instead of a mere courtesy. *Weightman* v. *Louisville, New*

Orleans & Texas Ry. Co., 70 Miss. 563, 12 So. 586. In the principal case the question whether the courtesy had become a duty, owing to exceptional circumstances, should have been left to the jury. *Citizens Street Ry. Co.* v. *Shepherd*, 29 Ind. App. 412, 62 N. E. 300. If it had been answered in the affirmative, the carrier would have been liable for failing to perform such duty with due care.

CARRIERS — WHO ARE COMMON CARRIERS — EXCLUSIVE SERVICE TO COKE PLANT. — The defendant, an independent company organized under a general railroad act, operated a network of switch tracks wholly within the premises of a coke corporation. Its sole business consisted in shifting cars for the coke corporation between the plant and two connecting belt lines, such cars coming from and going to places in different states. The plaintiff seeks damages for injuries received in the defendant's employ, charging the latter with violation of the federal Safety Appliance Act. *Held*, that the defendant is a common carrier engaged in interstate commerce and liable for violation of the federal Safety Appliance Act. *Kenna* v. *Calumet, H. & S. E. R. Co.*, 120 N. E. 259 (Ill.).

A common carrier is defined as one who undertakes for hire to transport from place to place the goods of such as choose to employ him. *Illinois Central R. R.* v. *Frankenberg*, 54 Ill. 88; *Lloyd* v. *Haugh, etc. Storage, etc. Co.*, 223 Pa. 148, 72 Atl. 516. See 1 HUTCHINSON, CARRIERS, 3 ed., § 47; STORY, BAILMENTS, 7 ed., § 495. Whether the one charged as a common carrier is within this definition is a question of fact for the jury. *Schloss* v. *Wood*, 11 Colo. 287, 17 Pac. 910; *Collier* v. *Langan, etc. Storage, etc. Co.*, 147 Mo. App. 700, 127 S. W. 435; *Avinger* v. *South Carolina R. R. Co.*, 29 S. C. 265, 7 S. E. 493; *The Tap Line Case*, 23 I. C. C. 277. In the principal case, it does not appear that the defendant held itself out for purposes of general transportation. Its only business consisted in switching cars for the coke corporation between the plant and the belt railroads. If this system of internal trackage had been operated by the coke corporation itself, such system, as the court admits, would have constituted a mere plant facility. *Wade* v. *Lutcher & Moore Cypress Lumber Co.*, 20 C. C. A. 515, 74 Fed. 517; *Taenzer & Co.* v. *Chicago, R. I. & P. R. Co.*, 95 C. C. A. 436, 170 Fed. 240; *General Electric Co.* v. *N. Y. C. & H. R. R. Co.*, 14 I. C. C. 237. The fact that the system was operated by an independent corporation does not alter its character. *Crane Iron Works* v. *U. S.*, 1 U. S. Com. Ct. 453, 209 Fed. 238; *In re Muncie & Western R. Co.*, 30 I. C. C. 434. Furthermore, the railroad was not even a public utility, for since its lines were wholly within the premises of the coke corporation it was not accessible to the general public. *Cf. Matter of the Split Rock Cable Road*, 128 N. Y. 408, 28 N. E. 506; *Weidenfeld* v. *Sugar Run R. Co.*, 48 Fed. 615 (U. S. C. C., Pa.). Nor could organization under the general railroad act clothe the business with a public interest; the facts alone could give it that character. *Munn* v. *Illinois*, 94 U. S. 113; *People* v. *Budd*, 117 N. Y. 1, 22 N. E. 670; *Brass* v. *North Dakota*, 153 U. S. 391. Unless by accepting the benefits of the act, the defendant was estopped to show that it was not a common carrier, the decision seems wrong. See *Turnpike Co.* v. *News Co.*, 43 N. J. L. 381; *Chicago, M. & St. P. R. Co.* v. *Ackley*, 94 U. S. 179.

CONFLICT OF LAWS — WILLS — EQUITABLE ELECTION. — Testatrix died domiciled in England, having devised realty in Paraguay upon trust for charity. By the law of Paraguay this devise was valid only as to one-fifth, four-fifths being the legal portion of the obligatory heirs. These heirs were also legatees of property situated in England. Though under the Paraguayan law the obligatory heirs took both under and against the will and were not required to elect, yet, *held*, that they must elect. *In re Ogilvie*, [1918] 1 Ch. 492.

When A makes B, his heir, and C legatees under his will, and the legacy to